



CITY OF TEMPE
TEMPE OFFICERS ASSOCIATION
MEMORANDUM OF UNDERSTANDING
JULY 1, 2017 – JUNE 30, 2022

C2017-141

Preamble

This Memorandum of Understanding (MOU) is made and entered into between the City of Tempe, Arizona, hereinafter referred to as "City," and the Tempe Officers Association, hereinafter referred to as "Association," under the authority of Tempe City Code 2-400 et seq.

WHEREAS the Parties, through their designated representatives, met and conferred in good faith pursuant to Tempe City Code 2-400 et seq. in order to reach agreement concerning wages, hours, and working conditions of employees in the Police Unit.

NOW THEREFORE, it is agreed that this MOU shall be submitted to the City Council of the City of Tempe for its consideration.

Article 1 - Definitions

- Police Unit - Police Officers up to and including Sergeants.
- Breach - A Breach refers to an alleged violation of the provisions outlined in this MOU. The process for initiating a breach is provided in Article 20 (Procedures of Alleged Breach for MOU).
- Grievance - A grievance refers to a specific alleged violation of City Personnel Rules and Regulations initiated by or on behalf of an individual. The process for initiating a grievance is outlined in City Personnel Rules and Regulations, Rule 6, Section 605.

Article 2 - Proviso for Existing Benefits

For the purpose of expediting the Meet and Confer process leading to agreement on an MOU, the Parties agree to the following Proviso which shall expire on June 30, 2017, unless renewed in writing by subsequent action of the Parties:

The parties agree and Tempe City Code 2-400 et. seq. confirms that in the event of a conflict between the City of Tempe Personnel Rules and Regulations, Department General and Operations Orders, attachments thereto, other Council approved programs, and this MOU, the MOU shall apply to the conflicting issue. If there is no conflict between the above referenced documents, the parties are governed by the Personnel Rules and Regulations, Department General and Operations Orders, attachments thereto and other Council approved programs. In the event all such formerly referenced documents are silent on a particular issue, the City Manager and/or designee shall retain the right to exercise judgment on all such matters.

If, during the term of this Agreement, the City anticipates a substantive change in the benefits not included in this MOU, but provided to unit members through the City of Tempe Personnel Rules and Regulations and attachments thereto, Administrative Memorandum and other Council approved programs, the City shall meet with the Association, explain the reasons for the change, discuss the potential impact of such changes prior to making such changes, and allow the Association to propose alternatives to the changes.

If the City intends to provide additional benefits to Unit Members, any such additional benefits will be discussed with the President prior to implementation.

The referencing of the Personnel Rules and Regulations and other such policies and procedures herein does not make them an extension of this MOU. Therefore, the process for an alleged breach of this MOU as contained in Tempe City Code 2-400 et. seq. or any procedure agreed to

by the parties for resolving allegations of an alleged breach of this MOU, shall not be applicable under the proviso for existing benefits.

Any benefit provided by outside vendors (such as health insurance), and subject to cost increases outside the City's control, may cause a re-opening of this contract for purposes of the affected benefit only. This negotiation process will exclude fact-finding.

Article 3 - Rights of the City and Police Department

1. The Association recognizes that the City has statutory and Charter rights and obligations in contracting for matters relating to municipal operations. This MOU shall not limit that authority in any manner unless such limitation is expressly provided for by the specific terms of this MOU. There shall be no implied limitations on the rights of the City. In the event this MOU, the City Personnel Rules and Regulations, other City Council approved programs, and/or the Department's General and Operations Orders are silent regarding a particular issue, the City Manager, or designees shall retain the right to exercise judgment on such matter.
2. The Parties in partnership pledge cooperation in increasing departmental efficiency and effectiveness. The Association agrees to cooperate with the efforts of the Department to increase the diversity of the work force.
3. The City and the Chief have the responsibility and authority to schedule work and/or overtime in the manner most advantageous to the City; to discipline or discharge employees pursuant to the City Personnel Rules and Regulations (all disciplinary appeals are outside the procedure for an alleged breach contained in this MOU and Tempe City Code 2-400 et. seq.); to hire, promote, reclassify, lay off and recall employees; to determine assignments and establish methods and processes by which assignments are performed; to transfer employees within the Department in a manner most advantageous to the City; determine the methods or means by which operations and services are delivered; maintain the efficiency of City government in emergencies; and manage all matters not specifically prohibited by this MOU.
4. The inherent and express rights of the City and the Chief, including those herein specifically referred to, which are not expressly modified or restricted by a specific provision of this MOU, are not in any way, directly or indirectly, subject to the alleged breach procedure contained herein and in the City Ordinance.
5. The enumeration of the above rights and those in the Tempe City Code 2-400 et. seq., are illustrative only and is not construed as being all-inclusive.

Article 4 - Rights of the Association

1. The Association, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Police Unit as described in this MOU.
2. Association representatives have the right to release time, subject to the following guidelines:
 - A. The Association may designate up to twelve (12) Association representatives, and shall notify the Chief of such designations.
 - B. Association representatives will be released from duty with full pay to provide representation in a grievance hearing or disciplinary meeting with a Unit Member.
 - C. During the term of this MOU, The President and Association representatives will be released from duty with full pay when directed to participate in a meeting with the City and/or City representatives, or any committee or task force meetings established by this MOU.
 - D. It is understood and agreed that meetings such as those mentioned above shall be scheduled in such a manner as to minimize disruptions to service and to minimize overtime.

3. During each year of this Agreement, the City will provide 2500 hours of union release time as a negotiated benefit for members of the Police Unit that has, as with any benefit, been negotiated with other benefits and concessions to be utilized by the Association as determined by the President for the purpose of conducting Association related business. The policies governing the use and administration of these hours will be outlined in a separate document which shall be adopted upon the mutual consent of both Association and the City, and shall be in compliance with all federal, state, and local laws. The policy document will require that the Chief or his/her designee must authorize the time utilized. It will further require that the President be responsible for complying with the following:
 - A. Time will not be authorized if it results in overtime for the Unit Member or creates an operational problem for the Department.
 - B. The activity to be engaged in cannot create a conflict of interest between the Association and the City of Tempe.
 - C. The time used must be considered in accordance with the overall mission and values of the City and must not negatively impact upon the relationship between the City and the Association.
 - D. Upon request, the Association shall provide the City with a quarterly report on the use of all City-provided Association hours specified in this section.
4. When requested, the City shall furnish to the Association a listing of Unit Members on City Payroll deduction for Association dues. The Association agrees to use this list solely for purposes of communicating with Unit Members and will not share this information with other individuals or organizations.
5. The City agrees, in conformity with Tempe City Code 2-400 et. seq., to deduct an amount specified in writing by the Unit Member and transmit such amount to the Association each pay period. Such deductions shall be made only when the Unit Member's earnings for such pay period are sufficient after other legally required deductions are made. The Association reserves the right to increase the amount withheld for all unit members pursuant to a generalized dues increase. Unit members may initiate, discontinue or amend payroll deductions at any time.
6. The City e-mail system will not be used for Association business. However, The Association President or his/her designee may use City e-mail to distribute information to Unit Members, newsletters, and prepare the lists of exempted members for the July Fourth and New Year's Eve events. Additional exceptions may be made on a case-by-case basis with prior approval of the Chief.
7. The City shall provide bulletin boards in each work location for the exclusive use of the Association. The bulletin boards shall be readily available to Unit Members. The Association agrees material posted on the boards will not be derogatory of any person or Association, or critical of management and/or their policies/decisions.
8. The Association will be allowed to talk to newly sworn police officers solely to explain the rights and benefits of employment under the MOU.
9. There shall be no implied rights beyond the specific terms of this MOU.

Article 5 - Rights of Unit Members

1. All unit members have the right to have the Association serve as their exclusive "meet and confer" representative for the purposes designated in Tempe City Code 2-400 Et. Seq.
2. Unit Members have the right to be represented by the Association or a Unit Member as defined in City Code 2-400 et. seq. in dealings with the City.
 - A. If a Unit Member requests, representation will be allowed during scheduled or unscheduled investigatory interviews concerning allegations focused on the Unit Member, that if sustained, the Unit Member reasonably believes could result in a suspension, disciplinary pay reduction, demotion, or termination.
 - B. For any unscheduled interview, the Association representative will be permitted to respond within 60 minutes and act as a witness during the interview and will

- be allowed to meet with the Unit Member for up to 30 minutes prior to the beginning of the interview.
- C. For any scheduled interview, the Unit Member has the right to bring a representative. No waiting period applies to scheduled interviews.
 - D. In both unscheduled and scheduled interviews, the Unit Member does not have the right to stop the interview once it has begun to request the presence of an Association representative. At the conclusion of the interview, the witness or the representative may offer a statement of up to five (5) minutes to clarify the facts, or suggest other employees who may have knowledge of the facts or provide facts favorable to the employee.
 - E. Unit Members shall be permitted reasonable breaks of limited duration during any interview for telephonic or in person consultation with others, including an attorney, who are immediately available.
 - F. In cases where the alleged misconduct is of a serious nature that could result in the loss of pay or termination of employment as defined in paragraph 5 of this Article, Unit Members may use their attorney as their representative in any investigatory interview.
3. Unit Members have the right to present their own grievance, in person, by an Association representative, legal counsel or other regular employee representative.
 - A. The Association maintains the right to be present during any meeting regarding an alleged breach of the MOU. No person other than the Association President may reach a written agreement with the City that interprets or alters the rights or benefits covered under this MOU.
 4. Any Unit Member covered hereunder shall, on his/her request and by appointment, be permitted to examine his/her supervisor's working file, and Department and/or Human Resources' personnel file.
 - A. A unit member may, at his/her discretion, attach rebuttal statements to any material contained in his/her bureau or personnel file that may be adverse in nature.
 - B. Citizens' complaints about a Unit Member that are exonerated or unfounded (as these terms are defined in Department General Orders) will not be used in future performance ratings or disciplinary actions.
 5. Any Unit Member under investigation for a matter that may lead to a suspension, disciplinary pay reduction, demotion, or termination, and who is interviewed, shall be given a written notice of the investigation informing him/her of the nature of the investigation, the specific allegations (including known dates, times, and locations) and his/her status in the investigation. The unit member may mechanically record such interview/interrogation.
 - A. In the event a Unit Member does not record his/her interview, he/she may request a copy of the investigator's tape(s), if the investigator records the interview.
 - B. If any Unit Member is told not to speak to anyone regarding the investigation, this admonition does not apply to speaking either with legal counsel, health professionals, clergy, licensed counselors, spouse as defined by City of Tempe Rules and Regulations, a member of the Diversity Office, with the designated Association representative, and the President. The designated Association representative must not be associated with the matter under investigation. The association representatives must refrain from discussing the investigation with anyone except the Unit Member, his/her legal counsel, and the President, all of whom are required to maintain the confidentiality of the investigation in accordance with A.R.S. 38-1106.
 - 1) A Unit Member may be instructed not to speak to a Tempe-employee spouse who is a principal or witness in the investigation.
 - C. Investigations involving Unit Members will be completed in accordance with ARS 38-1105.B, and when the investigation is completed, the Unit Member under investigation will be notified in writing of the findings.
 - 1) On not more than a monthly basis, the Unit Member under investigation, the Unit Members representative or the Union President may request an

update on the status of the investigation. The Commander overseeing the investigation will provide a summary of the progress of the investigation and an estimate on the time remaining to complete the investigation.

- D. Upon completion of an investigation (if the allegations are sustained and may lead to suspension, disciplinary pay reduction, demotion, or termination), the following provisions shall apply:
- 1) The Unit Member will be issued Part 1 of the City of Tempe Police Department Administrative Process Form detailing the disciplinary charges against the Unit Member.
 - 2) At the time the Unit Member is given Part 1, the Department will provide the Unit Member with a copy of the investigation and all attachments (for lengthy investigations, the Department may provide a digital copy of the investigation and all attachments). The Unit Member will have five (5) calendar days, unless an extension is granted by the supervisor overseeing the disciplinary process, to complete Part II of the City of Tempe Police Department Administrative Process Form. An extension may be granted by the Commander overseeing the disciplinary process.
 - 3) Once Part II is complete, the Unit Member will be notified in writing of the findings on Part III of the City of Tempe Police Department Administrative Process Form and provided any changes to the investigation or attachments as a result of Part II. Realizing that in some cases there may be information in the Part III that would be detrimental to the Department's ability to conduct misconduct investigations, that information may be redacted. However, all other information will be provided.
 - 4) After a decision is made on the Part III resulting in discipline of a 40 hour suspension or less, the unit member shall be allowed an opportunity to meet with the Part III decision-maker, whether within the chain of command or a board which reviews the investigation and determines discipline. The employee will be allowed the opportunity to present any additional evidence and make a statement in support of the Unit Member's Part II.
 - a. Following the decision of the Part III decision-maker, the Unit Member shall be allowed to meet with the Assistant Chief of Police over the employee's respective division if the Unit Member does not agree with the decision. The Unit Member must notify the Assistant Chief of this request within (5) business days of the Part III decision notification. At the meeting with the Assistant Police Chief, the Unit member may present mitigating evidence to the proposed discipline.
 - b. The Assistant Chief will notify the Unit member, in writing, of the decision before the discipline is imposed.
 - 5) Upon agreement, both parties may be excused from performance under the MOU where such performance may cause harm or prove injurious to Unit Members, the Association, the City, its employees, or the public at large. This Agreement will remain in full force and effect until both parties subsequently agree that full performance under the MOU is practicable, safe, and necessary.
 - 6) The Parties agree that the purpose of the language in this Article is to assist the Department in conducting a thorough investigation, not to in any way impede that investigation. The investigating officer may take appropriate action to control and continue the investigation. In the event that the Department is not in complete compliance with the provisions of this article, this lack of compliance shall not in any way preclude the discipline of the Unit Member.

- 7) The time spent by the Association representatives who are City employees to participate in this process shall not result in any overtime payment, nor shall it be considered time worked for the purpose of computing overtime.
- 8) During work hours, Unit Members may be allowed to briefly consult with Association representatives who are City employees. Such time will not be allowed to the extent that it adversely affects the Department's operational needs.
- E. Unit Members will not be excluded from applying for and/or competing in a selection process based solely on a pending investigation. However, the selection process will not be delayed pending the conclusion of the related investigation.
- F. No Unit Member shall have any adverse comments entered into his/her performance log without the member being informed by a supervisor prior to the entry being made.
- G. Unit members who are witnesses in an investigation have the right to a representative as detailed in Article 5.2.A-C above. Unit Member witnesses are required to participate truthfully as a condition of employment.
- H. The duration of the promotional list for Police Sergeant or any assignment where a formalized testing process is established shall be stated on the promotional job announcement or special assignment testing announcement.

Article 6 – Wages

1. SALARY

| POLICE OFFICER'S PAY PLAN 2017-2022 | | | |
|-------------------------------------|--------------------------|------------------------|--------------------|
| <u>Milestone</u> | <u>Pay Step Increase</u> | <u>Annual Base Pay</u> | <u>Hourly Base</u> |
| Date of Hire | Start | 57,517 | |
| 1 Year After Hired | 0.69% | 57,913 | |
| 2 Years After Hired | 3.2% | 59,767 | |
| 3 Years After Hired | 3.2% | 61,679 | |
| 4 Years After Hired | 3.3% | 63,714 | |
| 5 Years After Hired | 3.3% | 65,817 | |
| 6 Years After Hired | 4% | 68,450 | |
| 7 Years After Hired | 4% | 71,188 | |
| 8 Years After Hired | 4.5% | 74,391 | |
| 9 Years After Hired | 4.5% | 77,739 | |
| | | | |
| | | | |

In FY 2017-18, all Officers' base pay will be adjusted to the appropriate pay level for their respective years of service as indicated in the Pay Plan above in the first pay period ending in FY 2017-18, and will progress through the pay plan on their anniversary dates thereafter. Police Officers who transfer into Tempe from other police departments (Lateral Police Officers) during this MOU shall be placed into the appropriate pay step, based on the number of equivalent years of service, as determined by the Human Resources Department and the Chief of Police, and will progress through the plan each year thereafter on their anniversary date.

Sergeant Pay Plan 2017-2022

| Milestone | Pay Step | Annual | Hourly |
|-------------------------|----------|--------------|----------|
| Date of promotion | Start | \$90,130.00 | \$43.332 |
| 1 year after promotion | 3.000% | \$92,833.90 | \$44.632 |
| 2 years after promotion | 3.000% | \$95,618.92 | \$45.971 |
| 3 years after promotion | 3.000% | \$98,487.48 | \$47.350 |
| 4 years after promotion | 3.000% | \$101,442.11 | \$48.770 |

1. The minimum base salary for Police Sergeants will be at least 10% greater than the maximum annual base salary for Police Officers.
2. Police Sergeant and Police Officer Unit Members shall have the same opportunity to work all Officer-capacity off-duty jobs for separate and independent employers, not at the direction of the City.

In FY 2017-18, members who have reached the top of their respective pay plans prior to the FY 2017-18 step increases and/or pay plan adjustments taking effect, will receive non-pensionable, one-time payments equal to 2% of their base pay in July 2017. For the duration of the contract, each topped out member as of June 30th of the preceding fiscal year will receive a non-pensionable, one-time payment equal to 2% of base pay in July of each year.

2. MARKET SURVEY

In each year of this MOU the city will conduct a market survey of base pay salary, based on the "75th Percentile" (determined as the calculated mean of the market median and the market maximum, using the highest pay in each range) of the established market. This market study which will be conducted in January of each year during the span of the contract and will be the basis of negotiating a possible market study adjustment for each year of this MOU.

During the final year of this MOU, a comprehensive pay/benefit analysis with comparisons to benchmark cities will be completed by a third party, to be utilized during negotiations for a new MOU. TOA is willing to contribute a reasonable amount toward the study; the amount will be mutually agreed upon at the time of the study.

3. RETENTION INCENTIVE PAY

- A. In August of each year of the Memorandum, full-performing members who were hired prior to July 1, 2014 and have completed a minimum of five (5) years of service will receive Retention Incentive Pay in a lump sum non-pensionable payment according to the following schedule:

| Years of Service | % of Base Pay |
|------------------|---------------|
| 5-9 | 1/2 % |
| 10-14 | 1.25 % |
| 15-19 | 1.75 % |
| 20 - 24 | 2.25% |
| 25+ | 2.5 % |

- B. For Retention Incentive Pay, years of service will be considered accredited service with the Arizona Public Safety Personnel Retirement System (PSPRS).
- C. A Unit Member's Retention Incentive Pay will be based on his/her years of service as of the first day of July of each year
- D. A unit member must be in active status as of July 1st to receive Retention Incentive Pay for that fiscal year.
- E. Unit members hired on or after July 1, 2014 will not be eligible for Retention Incentive Pay.

4. DEFERRED COMPENSATION

- A. Unit Members are eligible to participate in the citywide deferred compensation plan or the Tempe Firefighters Union IAFF approved deferred compensation plan. Unit members who are eligible for Retention Incentive Pay will be given the option annually to receive their Retention Incentive Pay as an employer contribution into the City's deferred compensation plan.
- B. The city will provide a deferred compensation match of up to \$20 per pay period in the first and second years of this contract, and up to a \$30 per pay period match in years 3, 4 and 5. The City will only match the amount contributed by the member each pay period, up to the maximums stated. There are no "make-up" provisions.
- C. A Unit Member enrolled in the Deferred Retirement Option Program (DROP) will receive fifty percent (50%) of the amount that the City would have otherwise been required to contribute to the Arizona Public Safety Retirement System (PSPRS) if the employee had not enrolled in DROP. In no event, will the Unit Member receive less than three percent (3%) or more than 24.21%.
- D. Through the Deferred Compensation Committee, the City will provide "financial wellness" classes available to all members, with focused content geared towards public safety rotating annually with Fire and non-sworn employees. Any on-duty financial wellness training cannot result in additional overtime.

Article 7 – Special Assignment Pay

- 1. Unit Members will receive the following Special Assignment Pay upon assignment. Officers and Sergeants are eligible to receive Special Assignment Pay related to both bilingual services and one other qualified position. (Note: Unit Members must meet the City's standards for Bilingual Pay in order to qualify for Special Assignment Pay for Bilingual Services).

Upon agreement between the Association President and the City Manager, positions other than listed below may be identified as special duty and shall be compensated at an amount agreed upon by the two parties.

| | |
|--|----|
| Field Training Officers | 5% |
| Bilingual Services | 3% |
| Field Training Sergeants | 3% |
| Patrol Sergeant with (2) or more Field Training Officers | 3% |
| Policy & Procedures Officer | 3% |
| HAZ-MAT Detectives/Ofc and Sergeants | 5% |
| All other SIB Detectives and Sergeants | 3% |

| | |
|---|----|
| Gang Detectives and Sergeants | 3% |
| EOD Detectives | 5% |
| Traffic VCU Detectives | 7% |
| Traffic VCU Sergeants | 5% |
| Hit and Run Traffic Detectives | 3% |
| All other Traffic Officers and Sergeants | 3% |
| SVU Detectives | 7% |
| SVU Sergeants | 5% |
| Homicide Detectives | 7% |
| Homicide Sergeants | 5% |
| Check and Fraud Detectives | 5% |
| Computer Forensic Detectives | 5% |
| All other CIB Detectives and Sergeants | 3% |
| Bike Officers and Sergeants | 3% |
| Mounted Officers and Sergeants | 3% |
| K9 Master Trainer | 5% |
| TRU Officers and Sergeants | 3% |
| Threat Mitigation Detectives and Sergeant | 3% |

1. The Association, PD and Human Resources agree to meet in good faith regarding subsection (1) above during the first year of the contract, in an attempt to better determine and apply Special Assignment Pay. An agreed upon result will be implemented in year 2 of this contract (July 1, 2018). If no agreement is reached, the existing determination and pay structure will remain in place.

Article 8 - Drug Testing

1. The City and the Association will meet and discuss or provide a period for submission of written comments on any proposed substantive changes to the City's current policies.
2. References to, or results of, any negative drug or alcohol test will not be placed in a Unit member's personnel file and/or employment file. The results may be maintained as part of any investigation conducted in conjunction with the test.

Article 9 - Holiday and Vacation Benefits

1. Vacation Leave Accrual Schedule: The maximum vacation accrual is 450 hours.

| Years of Service | Hours Earned Monthly |
|------------------|----------------------|
| Up to 5 Years | 9.33 hours |
| 5 to 9 years | 11.33 hours |
| 10 to 14 years | 13.33 hours |
| 15 to 19 years | 16.667 hours |
| 20 + years | 18 hours |

- A. The Department shall maintain procedures for employees to follow in order to obtain approval to utilize paid leave.

- B. For vacation leave accrual, years of service will be considered accredited service with the Arizona Public Safety Personnel Retirement System (PSPRS).
2. Employees are allowed to convert accrued leave to cash in accordance with the City of Tempe Personnel Rules.
3. In recognition of the fact that many Officers are required to work mandatory overtime at the July Fourth and New Year's Eve events, the following provisions shall apply:
- A. Up to twelve (12) Unit Members will not be required to work on December 31, and up to eighteen (18) Unit Members will not be required to work on July Fourth. These exemptions include any combination of requests for vacation, holiday leave and/or release from mandatory overtime at the events, for a maximum of twelve (12) and eighteen (18) Unit Members off respectively. Requests for such exemptions shall be submitted through the Unit Members' chain of command. Approval will be based upon seniority as determined by the most recent continuous total time as a sworn peace officer with Tempe Police Department and operation exemptions as defined in section 3.B of this Article. In addition to the Unit Members above, two additional Unit Members, determined by lottery, will not be required to work on the December 31st and July 4th holidays.
 - B. The Chief reserves the right to exempt critical/special skill positions, or other positions where the loss of multiple personnel would create an operational difficulty.
 - C. After the list of exempted members is provided to the Association in accordance with Section 9.3.A. of this Article, the Chief may authorize hardship exemptions for additional Unit Members.
4. In the event the City celebrates a holiday on a day other than the actual holiday date, and the actual holiday is a regularly scheduled work day for a Unit Member, that Unit Member may choose to have the actual day or the day celebrated by the City designated as the holiday. Any uniformed Unit Member who works a Thursday through Sunday 4/10 or a Saturday through Tuesday 4/10 schedule may select the observed or actual holiday when:
- The City recognized holiday is a Friday, but the actual holiday falls on Saturday, or
 - The City recognized holiday is a Monday, but the actual holiday falls on Sunday.

This applies to the following holidays:

New Year's Day
Cesar Chavez Recognition Day
Independence Day
Veteran's Day
Christmas Day

5. The following days are recognized as City holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Cesar Chavez Recognition Day
Independence Day
Memorial Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

- a. Personal Leave Day: 10 hours each fiscal year to be taken off as leave, received as pay (straight time), or converted to vacation leave. The above options are at the discretion of the Unit Member.
 - b. The parties understand that the Chief retains the right to schedule members to work on city recognized holidays or excuse a member from working on city recognized holidays in order to meet the operational needs of the Department. Normally, employees will be provided at least twenty one (21) calendar days' notice of such change. In the event circumstances are such that twenty one (21) calendar days' notice cannot be provided, the employee will be provided as much notice as is reasonable, given the circumstances. Staffing decisions for the city's Fourth of July and New Year's Eve events are exempt from this section.
- 6. Upon the death of a "family member" or an "immediate family member," as defined by City policy, a Member shall receive up to five (5) working days of paid leave, not chargeable to medical or vacation leave. The approval and administration of this leave shall be consistent with existing City policies for the administration of Bereavement Leave.
 - 7. Unit Members who have obtained their fifteenth (15th) year anniversary with the Department are eligible for a one-time four-week sabbatical leave that includes two weeks of the employee's accrued vacation leave and an additional two weeks of City paid leave. Program guidelines are provided on the Sabbatical Leave Request Form. The TOA President may have input on sabbatical leave issues that arise.
 - 8. Special Holiday Leave: Each Unit Member will receive four (4) hours of holiday leave to be used between November 15th and January 15th.

Article 10 - Hours and Overtime

- 1. The normal regular-duty hours for Unit Members shall be either:
 - A. Five (5) shifts of eight (8) hours in a seven (7) calendar day work week. The eight (8) duty hours shall be consecutive.
 - B. Four (4) shifts of ten (10) hours in a seven (7) calendar day work week. The ten (10) duty hours shall be consecutive.
 - C. Alternative work schedules may be established by the Chief after consulting with the President as outlined in section 2 below.
 - D. The parties recognize that the Chief retains the right to establish and temporarily change work days and/or hours for employees in order to meet the operational needs of the Department. Normally, employees will be provided at least fourteen (14) calendar days notice of such change. In the event circumstances are such that fourteen (14) calendar days notice cannot be provided, the employee will be provided as much notice as is reasonable, given the circumstances.
 - E. The established schedules for Unit Members assigned to uniformed functions that require immediate response to radio calls may include briefing time and 30 minute meal periods.
- 2. Prior to changing a work schedule as described above in section 1.A, 1.B, and 1.C, the following provisions shall apply:
 - A. **The Chief or his/her designee shall inform the President of the proposed change and the anticipated date that such change would occur.**
 - B. The Chief or his/her designee and the President shall fully discuss the proposed change(s), the impact on the Unit Members, and the advantages and disadvantages to the Department.
 - C. The Association will be allowed to propose alternatives to the Chief's proposal. The Chief may accept the proposals of the Association in whole, or in part.

- D. If, after following steps A-C above, the Chief still finds it necessary to change employees' work days and/or hours, the parties will cooperate in the implementation of the change in order to facilitate the transition.
- E. The Chief or his/her designee will notify the President of the change in work schedules at least two (2) weeks prior to the change. There are some positions that by nature require scheduling and assignment flexibility. Members interested in these positions will be made aware of these requirements prior to their assignment to the position. Unit Members accepting these positions acknowledge the conditions as agreed upon by the TOA in this section of the MOU. These assignments include:
 - All Unit Members assigned to the Police Academy
 - All Unit Members assigned to the Special Investigations Bureau
 - All Unit Members assigned to a Task Force approved by the Chief of Police
 - Other positions agreed upon between the Chief or his/her designee and the TOA during the course of this contract.
- F. All Unit Members may accrue "comp time" per existing Department policy up to a maximum of two hundred forty (240) hours.
- G. All Unit Members who are required to perform duties that qualify for call-back pay (which includes off-duty court time) shall be compensated for a minimum of three (3) hours of call-back pay (overtime rate).
- H. For Unit Members whose regular shifts are extended by at least four (4) hours of overtime, the Department shall allow a fifteen (15) minute paid safety/rest break during the overtime period.

3. Overtime:

- A. Overtime is defined as time assigned and worked beyond the regularly scheduled forty (40) hour work week or eight (8) hour work shift, or nine (9) hour work shift if a 9/80 work week is implemented or ten (10) hour work shift if a 4/10 work week is implemented. Duly authorized paid leave shall be considered as time worked for purposes of the regularly scheduled work week. This provision shall not apply to unpaid leave.
- B. Overtime shall be worked and shall be allowed if assigned by the Chief of Police or his designees.
- C. Overtime work will be compensated in either cash or compensatory time at one and one-half (1-1/2) times the regular rate of pay after the first seven (7) minutes assigned and worked beyond the end of the unit member's regularly scheduled shift, calculated to the nearest 1/4 hour.
- D. Unit members may, subject to supervisory approval and based on considerations of departmental scheduling and operations factors, request overtime as compensatory time subject to the maximum accrual of two hundred forty (240) hours as stated in Article 10.2.F above.

Article 11 - Medical Leave

- 1. Full-time regular Unit Members on an active pay status accrue eight (8) hours of medical leave each month.
- 2. Medical leave may be used for illness or incapacity of the Unit Member, or for medical, dental, vision or mental health appointments during working hours. Medical leave may also be used for any of the above reasons for care of or reasonable accompaniment to an appointment for an ill family member, defined as spouse or domestic partner, parent (incl. in-law and step), child (incl. in-law and step), sibling (incl. in-law, half, and step), grandparent (incl. in-law), or grandchild (incl. step).
- 3. Maximum accrual of medical leave shall be unlimited.

4. Unit Members separating from the City and who are immediately eligible for retirement benefits under the Public Safety Personnel Retirement System (PSPRS) shall receive 50% of all accrued medical leave in the form of cash or converted vacation leave. The Unit Member will be reimbursed at an hourly rate equal to the Unit Member's hourly rate at time of retirement including maximizing staffing, shift differential, temporary detail, standby and holiday pay (excluding overtime) paid to the employee during the twelve (12) months preceding retirement.
5. Each Unit Member shall be entitled to seventeen (17) work weeks of FMLA leave during a twelve (12) calendar month period if the leave is taken for the birth or adoption of a child or to care for a sick parent (including parent-in-law or step-parent) or other qualifying circumstances in accordance with city policy and federal regulations. Unit members who want to specify the order of their leave usage must make an election prior to beginning their FMLA. This election shall be in weekly increments of vacation leave and sick leave and will fulfill the City requirement of using paid leave prior to unpaid general leave. Unit Members on FMLA who may lose vacation time at the end of the year or need to utilize up to 120 hours of vacation time to be eligible for the vacation payout benefit may request to use vacation instead of sick leave.

Article 12 - Health Insurance

1. The City will continue to offer group health, dental, vision and life insurance options to the employees in the bargaining unit at premium costs of 100% for employees and 70% for the dependent coverage.
2. Premiums for the insurance coverage offered to Unit Members are based upon the cost of benefits in a given year. The City reserves the right to implement changes in the amount paid by the City for both employee and dependent coverage. The amounts paid will be consistent for all employee groups.
3. The parties acknowledge that changes in the benefits provided, premiums and the amount of co-payments may occur from time to time during the course of this MOU. The City will share information with the Association as changes occur and, when appropriate, in advance of the changes being implemented.
4. An Employee's Health Insurance Evaluation Committee shall be established to examine issues related to the provisions and maintenance of health insurance for Unit Members and other City employees.
 - A. The Association shall be entitled to appoint a Unit Member to the Health Insurance Evaluation Committee related to the provision and maintenance of health insurance for Unit Members, including the reviewing of the Request for Proposal, the evaluation of the submitted proposals, and the recommendation of the preferred provider.
 - B. The City shall provide health insurance for members retiring from the City pursuant to the rules and procedures for retirement as defined under the Public Safety Retirement System and the City of Tempe Personnel Rules and Regulations regarding retiree health insurance as may be amended.
 - 1) The City will pay health insurance premiums for surviving spouse, domestic partner and eligible surviving dependents, as defined by the Tempe Health Plan, if a Unit Member is killed in the line of duty or during the Unit Member's commute as defined in Article 13.2.
5. The City will continue the existing Mediflex Program for Unit Members in accordance with the current City policies.
6. The Association reserves the right to withdraw from the City contracted EAP services if upon researching and locating a more suitable service designed specifically for first responders needs is identified. Ninety (90) calendar day notification will be required for withdrawal and the City will not be liable for any additional cost associated with exiting the City contracted EAP.
7. The Association may, if it wishes, explore the option of leaving all or parts of the City's

health benefit plan which includes medical, dental and vision coverage, for its unit members, eligible dependents and retirees from the unit. To facilitate the evaluation of this option, the City will provide premium and claims experience reports to the Association within sixty (60) days of such request. The Association agrees that they will not leave the current employee health benefit plan sponsored by the City without at least six (6) months' notice. Exit must be done January 1, after giving required notice.

- a. The City shall fund the premium amount, utilized for city employee contribution purposes, that is budgeted for the upcoming year based on the Association's plan enrollment at time of departure for the first policy period in which the Police Unit departs. Subsequent year contribution levels will be negotiated on an annual basis.
- b. The City agrees to allow the Association to exit the City's health benefit plan only if the following conditions are met: (1) the Association will cover any cost increases created for the City by the Association's exit from the City plan, for the period from date of the Association departure to conclusion open policy/fiscal year, in an amount based on a mutually agreed methodology; and (2) any future increases to the City's contribution will be negotiated annually contract to contract.

Article 13 – Industrial Leave

Members are covered by the City under the Arizona State Worker's Compensation Act against injuries, illness or disease occurring in the course of City employment. If a member is absent from work as a result of an injury, illness, or disease that is covered under the Arizona State Worker's Compensation Act, the absence is considered industrial accident leave. For absences of one (1) to seven (7) calendar days, members are compensated 100% of their regular base rate pay without loss of any medical or vacation leave. For absences over seven (7) days, Members are compensated 95% of their regular biweekly base rate of pay from the City for up to twelve (12) months. Beyond twelve (12) months, employees are compensated in accordance with the Arizona Worker's Compensation Act. Members may voluntarily supplement their Worker's Compensation benefit with accrued medical and vacation leave. The amount that may be supplemented is the difference between the Worker's Compensation benefit and the employee's net take-home pay, plus voluntary payroll deductions. The amount of a member's Worker's Compensation benefit shall not exceed his/her regular base rate of pay.

Article 14 - Life Insurance

1. The City will continue the existing off-the-job and on-the-job life and dismemberment insurance coverage. The Policy shall provide a benefit for each member equal to the Member's base annual salary, plus \$50,000.
2. The City will provide a minimum \$250,000 death benefit covering the Unit Member's commutation to and from his/her City work location. This policy will be consistent with the City's current group insurance and will cover the Unit Member's commute for up to two (2) hours before his/her shift begins and two (2) hours after his/her shift concludes.

Article 15 - Light-Duty

1. The purpose of the Light Duty policy is to attempt to provide assistance to employees who are recovering from a medically documented mental or physical illness or injury sustained on or off the job. If such illness or injury precludes an employee from performing the essential functions of his/her job, the City may provide work assignments consistent with the individual's skills and abilities, and will be such that the City will derive benefit.
2. During the period an employee is on light duty, the employee's base rate of pay will be maintained. Employees shall receive overtime pay after 40 hours of work in the workweek.
3. Light duty work is intended only for employees with temporary illness or injury, and may be provided only if there is a reasonable expectation that the employee can resume his/her duties within the time periods established by the City.
4. An employee on light duty shall not be eligible for both the holiday and the day off.

Article 16 - Seniority

1. Once, during the term of the Agreement upon request, the City shall provide the Association with a list of Unit Members indicating each unit member's hire date, date of graduation from the academy with the City as a sworn police officer and entry into his/her current classification title/rank.
2. Seniority shall be length of continuous service within a classification title/rank. If seniority within the classification title/rank is not determinative, then ranking on the Police Sergeant's examination and/or ranking upon graduation from the academy as a sworn police officer shall prevail. Continuous service shall not be broken by an approved leave of absence with or without pay.
3. Seniority shall not be required to be used as a factor unless there is such specific requirement in this MOU, Departmental Orders, or the City Personnel Rules and Regulations.
4. Lateral entries shall have seniority based upon their hire date with the City of Tempe.
5. In the event an employee is demoted, seniority shall be calculated as follows: the amount of continuous service in the rank from which the Officer was demoted will be added to the amount of continuous service in the rank to which he / she is being demoted. This provision applies to employees whose rank is outside the work unit if they are demoted to a rank within the work unit.
6. When it has been determined that a layoff is necessary, the selection of regular employees affected shall be based on seniority. For the purpose of layoffs, seniority is defined as total years of continuous service (including years, months and days) as a sworn City of Tempe Police Officer. DROP Participants are considered to have continuous service with the City. When two or more Unit Members hired on the same day are targeted for a layoff, Academy class standing shall be used as the determining factor.

Article 17 - Shift Differential

1. Shift differential will be paid to unit members whose work shifts are scheduled to end, and include any hours between 10:00 p.m. and 9:00 a.m.
2. When working a shift that is scheduled to end anywhere from and including 10:00 p.m. to 12:00 midnight, a unit member will be paid a shift differential of 65 cents an hour for all hours of the work shift.
3. When working a shift that is scheduled to end and includes work between the hours of 12:01 a.m. and 5:00 a.m., a unit member will be paid a shift differential of 80 cents an hour for all hours of the work shift.
4. When working a shift that includes work AND is scheduled to end between the hours of 5:01 am and 9am, OR the shift is identified as a "primary midnight shift" and falls

outside the enumerated hours, a unit member will be paid a shift differential of two (2) dollars an hour for all hours of the work shift.

- a. This provision will be scaled in beginning July 1, 2017 the rate will be \$1.20; July 1, 2018 the rate will be \$1.60; July 1, 2019 the rate will be \$2.00.
5. Shift differential is not paid to unit members on paid leave.

Article 18 - Uniform, Clothing & Equipment Allowances

1. Unit Members are allocated \$1,100.00 per calendar year for uniform reimbursement as outlined by Department Policy.
2. Unit Members assigned to the Criminal Investigations Bureau, Professional Services Bureau or Special Investigations Bureau will receive the \$1,100.00 uniform reimbursement allowance as a lump sum payment. Unit Members assigned to the Criminal Investigations Bureau, Professional Services Bureau or Special Investigations Bureau, who are required to wear "professional attire," as defined by Department policy or who are required to conduct special assignments as necessary which include, but are not limited to, conducting covert operations (i.e. surveillance or decoy operations), will receive an additional clothing allowance of \$450.00 per year as a lump sum payment. The annual clothing allowance will be made in a lump sum payment on or before August 1st of year one of this MOU;; in subsequent years of this MOU, the annual clothing allowance will be paid by September 1st. If a Unit Member is transferred to the Criminal Investigations Bureau, Professional Services Bureau or Special Investigations Bureau after August 1st, a prorated amount will apply.
3. At the beginning of each fiscal year, the Personnel Services Bureau will notify those Unit Members whose vests will expire and the need to replace their vests. Each Unit Member will then be responsible for using the approved vendor for direct billing or purchasing the vest of their choice (as long as it meets the minimum departmental policy) and submitting the appropriate uniform reimbursement paperwork. Unit Members will be reimbursed from the department's vest account. The department will contribute \$1,100 towards each vest when a Unit Member's current vest reaches expiration. Any amount, up to \$250, spent over the \$1,100 provided may come from the Unit Member's individual reimbursement account. Any Unit Member purchasing a vest during this contract, taking advantage of any vest upgrade above the Department's negotiated contract price, is required to wear the vest at all times while in uniform.
4. Except as provided, unit members who leave City employment shall repay the City equal to one twelfth (1/12) of any uniform reimbursement used during the fiscal year for each month remaining in the fiscal year after the last day of the month in which separation occurs. Repayment shall be made from the member's final check, with payroll reducing the specified amount from the total due to the member.
 - a. Unit members who retire will not be required to repay the city for uniform reimbursement used to purchase wearable items intended for uniform duty use.

Article 19 - Labor-Management Committee

1. There shall be a Labor-Management Committee consisting of up to five (5) representatives of the Association and up to five (5) representatives of the Police Management. This does not include mutually agreed upon guests that are needed for

discussions on particular topics. The purpose of the Committee is to facilitate improved Labor-Management relationships by providing an informal forum for the free exchange of views and discussions of mutual concerns and problems as distinguished from meeting and conferring.

2. The Committee shall meet quarterly upon request of either party, or more frequently if mutually agreed to by both parties.
3. Any committee member/party who has an issue to discuss shall provide the other party with a proposed agenda at least five (5) days in advance of the meeting.
4. Representatives of the Association on the Committee who are Unit Members shall not lose regular pay for meetings conducted during his/her duty time. Participation in such meetings shall not result in overtime, nor shall the time spent in such meetings be considered time worked for the purpose of computing overtime. If necessary, the Department may allow Unit Members to change their schedule to attend meetings during duty hours.
5. In non-urgent situations, as determined by the Chief, proposed changes to the Police Department General and Operations Orders will be distributed to the Association in the same manner as generally provided to management staff, and may be discussed during Labor-Management meetings.

Article 20 - Fitness

1. If a Unit Member, while carrying out his/her official duties is exposed to an infectious disease/virus, the City agrees to pay the expenses for inoculation of the member.

Article 21 - Procedure for alleged breach of MOU

1. Purpose:
The purpose of this alleged breach procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to problems that may arise and are subject to review under this procedure. There shall be no other alleged breach or appeal procedure regarding the issues covered by this MOU for the employees in the Unit other than that contained in this article.
2. Definitions:
 - A. A "breach" refers to an alleged violation of the provisions outlined in this MOU.
 - B. A "complainant" shall be any Unit Member or group of Unit Members or the Association.
 - C. "Days" shall mean Monday through Friday, not including holidays observed by the City.
3. Procedures:
 - A. Alleged breach proceedings shall be kept informal at all levels of this procedure.
 - B. The number of days indicated at each level of this procedure shall be considered a maximum, and every reasonable effort shall be made to expedite the process.
 - C. If the City or Department fails to comply with the time limit requirements as set forth under any of the procedure levels, the alleged breach shall be considered automatically appealed to the next level of the procedure.
 - D. If the complainant fails to comply with the complainant's time limit requirements as set forth under any of the procedure levels, the alleged breach shall be considered null and void.
 - E. The time limits set forth herein may be extended, provided the extension has been mutually agreed upon by the Parties in writing.
 - F. An alleged breach shall not be considered unless the complainant initiates the alleged breach procedure no later than twenty-one (21) calendar days after the complainant knew, or reasonably should have known of the action that precipitated the alleged breach.

4. Steps:

- A. Any complainant having a matter which is felt to be a breach of the MOU shall submit the alleged breach in writing to the Association with a copy to his immediate supervisor. Determination of whether a breach exists shall be made by an Association Breach/Grievance Committee. The Committee shall meet and render a decision in writing within thirty (30) calendar days of the receipt of the written alleged breach from the complainant. If the Committee's decision is that an alleged breach exists, the Association shall prepare a formal written breach notification on behalf of the complainant.
- B. The complainant shall then discuss the alleged breach with the immediate supervisor outside the designated employee group directly with the objective of resolving the alleged breach. If the alleged breach is not resolved within ten (10) days, a written allegation of an alleged breach may be filed with the immediate supervisor with a copy to the Human Resources Director. To be considered, the alleged breach must be timely submitted and contain, at a minimum, what contractual provision(s) of this MOU is alleged to have been violated, the facts constituting the alleged violation, and the relief sought.
- C. If, after ten (10) days from the date of the alleged breach is filed with the immediate supervisor, the alleged breach is not resolved, an alleged breach may be filed with the Chief. No later than ten (10) days following receipt of the written alleged breach, the Chief shall hold a meeting in an attempt to resolve the alleged breach. Each party shall be entitled to bring documents and/or witnesses have the right to cross-examine witnesses brought by the other party. Any non-City employee who is a witness will be paid by whichever party called them as a witness.
- D. The Chief will have ten (10) days to render a decision
- E. If the alleged breach is not resolved with the Chief's decision, the alleged breach may be submitted to the City Manager. To be considered, such alleged breach must be submitted within ten (10) days of the Chief's decision. Within ten (10) days of receipt of the alleged breach, the City Manager may either render a decision or require that the alleged breach be submitted to advisory arbitration. The Parties are then required to participate in the following advisory arbitration process.

5. Advisory Arbitration:

- A. The Arbitrator will be selected from a list of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service. The moving party to the arbitration shall strike the first name from the list. The Parties shall alternatively strike names until there is one name remaining who shall be the Arbitrator.
- B. The Arbitrator shall conduct the hearing as soon as possible.
- C. The Arbitrator's recommendation shall be in writing and shall include the recommendation, the rationale, and if appropriate, the recommended relief. The Arbitrator shall not have the authority to expand or add to the rights employees or the Association have under the terms of this Memorandum of Understanding. The Arbitrator's recommendation shall be submitted to the City Manager and the President.
- D. The Arbitrator's fees and costs shall be shared equally by the Parties. All other expenses shall be assumed by the Party incurring the costs, including the cost of witnesses if they are not City employees. The Parties may mutually agree to share the cost of providing a verbatim record of the proceedings.
- E. In the event that the City Manager does not require advisory arbitration, the Association may require advisory arbitration prior to appealing the City Manager's decision to the City Council. Such advisory arbitration shall be conducted pursuant to the provisions provided herein.
- F. In the event that neither the City Manager nor the Association requires advisory arbitration, the City Manager and the President shall meet within ten (10) days of receipt of the advisory arbitration decision. Within ten (10) days of the meeting, the City Manager shall provide the Association with a written decision accepting, modifying or rejecting the Arbitrator's advisory decision.

6. Appeal to Mayor and City Council:
 - A. If the President is not satisfied with the City Manager's decision, within ten (10) days of receipt of that decision the President may appeal to the Mayor and City Council.
7. Miscellaneous:
 - A. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in the proceeding of an alleged breach.
 - B. A complainant and the Party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.
 - C. A Unit Member, acting individually, may present an alleged breach without the intervention of the Association provided that the alleged breach has been processed in accordance with this procedure. Any adjustment made shall not specifically violate the provisions of this MOU.
 - D. If an alleged breach affects a group of two (2) or more Unit Members or involves an action or a decision by the City or the Department that has a Department-wide impact, the Association may submit the alleged breach on behalf of the affected Unit Member. If the Association presents an alleged breach for violations of this MOU, it will do so to the Chief as provided in Section 4.B of this Article.
 - E. All documents related to an alleged breach shall be maintained as a separate file from an employee's personnel file.
 - F. All alleged breaches and alleged breach responses shall be filed and processed in accordance with this MOU. The Association acknowledges that this provision waives any right to take such a dispute to any other tribunal.

Article 22 - Tuition Reimbursement

1. Unit Members shall receive tuition reimbursement in an amount of \$5000 per calendar year and in accordance with City policy. Such reimbursement shall include the costs of tuition, text books, supplies and related fees.

Article 23 - Complete Agreement

1. In accordance with the provision of Tempe City Code 2-400 ET. SEQ., this MOU constitutes the total and entire agreement between Parties and no verbal agreements shall supersede any of its provisions. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement. No additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement of the Parties. This Agreement replaces any and all previous agreements between the Parties.
2. This MOU may be reopened at the request of either party for language changes by March 15, 2019 for fiscal year 2019/2020. Should parties fail to reach a consensus on any issue, language found in the current MOU will remain intact.

Article 24 - Term and Effect

1. This MOU shall become effective July 1, 2017, and remain in full force and effect until June 30, 2022.

With the approval of City Council, IN WITNESS WHEREOF, the Parties hereto have executed this MOU this 29th day of June, 2017.

CITY OF TEMPE, ARIZONA

By: Andrew B. Ching
Andrew B. Ching, City Manager

ASSOCIATION REPRESENTATIVE

By: [Signature]
Its: PRESIDENT

APPROVED AS TO FORM:

[Signature]
Judith R. Baumann, City Attorney

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